

PLAN TAXPAYER SUIT OVER WOOD PIER LEASE

Citizens Union Pins Hopes of Success on Nullification in Similar Case Last Spring.

LA GUARDIA OPTIMISTIC Will Bolster Proposed Action With Higher Offer Made by Unsuccessful Firm.

Civil associations representing the public will determine to-day what action can be taken to break a lease made by the Sinking Fund Commission last week giving the pier at the foot of East 14th street for a period of ten years to the stevedore firm of Carroll, Hagan and Carroll. This is the concern in which Foster A. Hagan, son of James Hagan, Tammany leader and close friend of Charles F. Murphy, is a partner.

Citizens Union and other organizations are making an inquiry into the lease and the commission of the lease. They are satisfied that the contract is broken. It is expected a taxpayer suit will be started forthwith on behalf of the public to compel the Sinking Fund Commission to put the pier up for bidding.

A similar case last spring, the city officials were compelled to cancel a contract when it was proved that favor had been shown to a contractor.

It has been held in many cases that a taxpayer has the right to sue to compel the public to put a contract up for bidding. It is expected that a higher offer than the one accepted was made by the Sinking Fund Commission to the firm of Carroll, Hagan and Carroll. This is taken as prima facie evidence of favoritism.

Offer of Almost \$5,000 More.
Florence H. La Guardia, President of the Board of Aldermen, has the offer of the Northern Steamship Company for the East Fourth street pier. That concern, whose offices are at 17 Battery place, has been in the stevedore business for several years. It had submitted to the Sinking Fund Commission for payment of \$13,650 annual rental, plus 7 1/2 per cent. annually on the cost of constructing the pier. The rent to be paid by the Hagan company under its contract is \$10,000 a year, plus the payment on improvements.

Mr. La Guardia pointed out that the Northern Company had bid would have brought the city \$5,000 more than will be realized from the approved lease. In the ten year period, if the lease is renewed for a second period of ten years, the net loss to the city on the face of the offer submitted is \$100,000.

Further evidence bearing on the question of the taxpayers' suit will be sought from the Atlantic Fruit Company. That concern is one of the largest fruit dealers and was anxious to bid for the pier. Officers of the company said they would regard \$50,000 a year fair rental. The company's lawyers are investigating with a view to starting an action of their own.

Basin for Action Unhindered.

It is regarded as doubtful, however, whether the Atlantic Company's offer will prove of much assistance to the Citizens Union or other civil associations desiring to bring a taxpayer's suit. The company's officers said they did not actually submit their figures to the Sinking Fund Commission for the reason that the offer was not made possible to start a taxpayer's action. However, based on the charge that the city handed the contract to the Hagan firm without giving prospective bidders an opportunity to be heard.

The pier lease has started a wide discussion among shipping men regarding the city's policy of handling piers.

Regardless of the loss involved in actual action, Mr. La Guardia, who voted against the lease, said it was regrettable that action should have been taken by the city at this time discouraging steamship men and tending to divert from this port food supplies needed so urgently.

RAIL PLEA APPROVED BY BAY STATE BOARD

Massachusetts Roads in Need of More Revenue.

BOSTON, June 27.—The Massachusetts Department of Public Utilities, in a decision made public to-day, favors increased revenue for the railroads and expresses the opinion that "unless adequate income is allowed the railroads the public will not only be deprived of the proper facilities for travel, but will run serious risks of life and limb while traveling."

The letter is in reply to the commission's request for the railroads to pay upon the petition of the railroads for increases in freight rates of approximately 25 per cent.

After ascertaining that the railroads "do not and cannot at the present moment serve the vital needs of the country," the board says:

"The board says that from every point of view that serious consequences will follow a continued starving of the railroads and that the public interest requires that the Commission should grant to the railroads sufficient revenue to enable them to carry out their duties properly and in the manner and to the extent which the common law demands. Any question of doubt, therefore, as to the extent of the proposed increases should, we feel, be resolved in favor of the railroads."

ONE DIES, EIGHT HURT IN PHILADELPHIA RIOT

Battle Between Strike Breakers and Longshoremen.

PHILADELPHIA, June 27.—One seriously was shot and killed, and eight others were wounded and seven others were shot or stabbed in a pitched battle between strikers and longshoremen and their sympathizers and strike breakers on the Delaware River front to-night.

According to the police, the strike breakers shortly after leaving their work were attacked by a crowd of more than 200, many of whom were recognized as strikers. A general fight ensued in which pistols, knives, bricks and other missiles were freely used. A riot could be said to have broken out, which was quickly put down by police, who scattered the crowd.

Union Lower Bar to Masons.

PHILADELPHIA, June 27.—Union labor having the vote will, even though not a majority, have a strong voice in the election of officers of the Grand Lodge of the Masons.

REAL ESTATE NEWS, NOTES AND GOSSIP

Government Begins Probe Into Building Delay and High Cost of Material.

Federal investigators have begun an inquiry in this city and vicinity to discover why new building projects cannot proceed to construction, why the cost of building materials is constantly increasing and why building materials are not being shipped into this market in quantities called for, says the *Day Service Daily Building Reports* to-day.

One of the outstanding causes of the inquiry was ascribed to the readiness of a very large financial interest in the Borough of Queens to start at once a several million dollar housing project to help in a measure solve the housing shortage in this city. It was promised certain materials if the prospective purchaser could obtain necessary cars in which to ship them. By dint of considerable energy and persuasion through powerful sources at Washington and elsewhere the necessary cars were obtained, but the material was not forthcoming, according to the evidence before the inquiry. In another instance certain materials were desired for a project in Brooklyn, and when influence was brought to bear to provide the facilities for the movement of the necessary materials delivery was still deferred.

Conditions Prevent Relief.

These are incidents fairly indicative of factors throughout the entire building material market that are barring new construction to-day, the present potential construction programme without a single additional new project is sufficient to absorb all the material that can be produced under present labor supply and conditions for at least two years.

It is for the purpose of trying to correct this tendency that certain influential interests of this city have sponsored the Federal inquiry that got under way in this city on Friday evening. If the program is carried out as planned, it will be carried through the probe will reach deep into the building material distribution and manufacturing industry.

Building material dealers and manufacturers supplying the New York markets welcome the projected investigation because the light of suspicion that has recently been directed against them by prospective builders who have found the cost of materials advancing out of proportion to the price of labor and they have sought for an opportunity, they say, to show their side of the problem to the public, if by so doing it will give them an opportunity to connect their sources of supply with the coal mines on the one hand and with the consuming centers of the country on the other.

Must Deliver Back Orders.

Practically every building material manufacturer has back orders running from six to eighteen months that he is obliged under penalty of suit by those holding contracts for his commodities to ship and deliver at market prices prevailing last year and some cases as long as the year before that, before he can even consider making shipment on new business, whether it is for housing or not. He would like to be able to take new business offered at present market prices, but he cannot do so as long as these unprofitable back orders remain on his books unfilled.

Deals in Manhattan.

I. A. Wolheim bought through William Harberg the northwest corner of Eighth avenue and 152d street, a six story apartment house, with stores, 61x100.

Harris, Vought & Co. leased for a long term the store at 123 West 19th street, ninth street to Sol C. Marks and Joseph Kowars.

Cushman & Wakefield, Inc., leased for Mrs. Lila S. Scoville her house at 74 West Fifty-third street to Mrs. Ida M.

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Smart, Pease & Elliman represented Mrs. Scoville in the transaction.
Sells Dwelling in Queens.
The Rickert-Brown Realty Company sold to Mrs. Ira R. Parker a two story and basement Colonial brick dwelling on Ditmars avenue, between Merchant street and Crescent street, Arleigh, for \$11,000.

Jersey Apartment House Sold.
J. K. Moore sold the apartment house at 113 Central avenue, West Hoboken, N. J., \$41,000, for R. Rosario to Irene Smith.

ART SALES.

NOW ON EXHIBITION IN
SILO'S
Art Galleries
40 E. 45th St.
S. W. Cor.
Vanderbilt Ave.

James P. Silo & Son, Auctioneers

CONTINUATION OF THE
CLOSING SALE
OF THE SEASON

CLEARING ALL
CONSIGNMENTS

Complete Furnishings
From Many Homes
Including a Consignment
By Order of the
Insurance Underwriters

also a
COLLECTION OF
ORIENTAL RUGS

SALE COMMENCES
Wednesday, June 30th
and Two following days
at 2 P. M.

PRELIMINARY
ANNOUNCEMENT

SILO'S
Fifth Ave.
Art Galleries
40 E. 45th St.
S. W. Cor.
Vanderbilt Ave.

James P. Silo & Son, Auctioneers

WE WISH
TO ANNOUNCE
THAT WE HAVE
BEEN INSTRUCTED
TO SELL AT
UNRESTRICTED
PUBLIC
AUCTION
THE ENTIRE
CONTENTS OF
THE
HOTEL MANHATTAN
Madison Av. & 42d St.
New York
COMMENCING
JULY 15, 1920

SALES AT AUCTION.

BY VIRTUE OF an execution, I will sell this day at 11 A. M. at 123 West 19th street, ninth street to Sol C. Marks and Joseph Kowars.

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